

Amplicon Financial

5 Hutton Centre Drive, Suite 500 • Santa Ana, California 92707 • (714) 751-7551 • (800) 755-5055 • Facsimile (714) 751-7557

February 19, 1997

Mr. Vernon Williams, Secretary
Surface Transportation Board
Washington, DC 20423-0001

RECORDATION No. 20592
Filed February 19, 1997

Re Request for Recordation
Obligor The Bangor & Aroostook Railroad Company

Dear Secretary

I have enclosed an original and one counterpart of the documents described below, to be recorded pursuant to Section 11808 of Title 49 of the U.S. Code

- Lease Agreement Order No. OL-09512 dated February 19, 1997,
- Addendum "A" to Lease Agreement Order No. OL-09512,
- Lease Schedule No. 01,
- Exhibit "A" to Lease Schedule No. 01
- Delivery Order,
- Exhibit "A" to Delivery Order,
- Lessee Notice and Acknowledgement of Assignment to General Electric Capital Corporation

This document is a lease agreement, along with an equipment schedule and acknowledgement of assignment, submitted together as a primary document

Type of Equipment Railroad maintenance equipment, consisting, in part, of the following: Air compressors, ballast regulators, bolt machines, hydraulic tool packages, loaders, tampers, and fork lifts. Please see Exhibit "A" to Lease Schedule No. 01 for a complete description.

Parties to the Lease Agreement are

Lessee The Bangor & Aroostook Railroad Company, RR2 Box 45, Bangor, ME 04401-9602

Lessor Amplicon, Inc., 5 Hutton Centre Drive, Suite 500, Santa Ana, CA 92707

Assignee of Lease General Electric Capital Corporation, 12377 Merit Drive, Dallas, TX 75251

A fee of \$ 24.00 is enclosed. Please return the original and any extra copies not needed by the Surface Transportation Board for recordation to General Electric Capital Corporation, attn: Vicky Braches, 12377 Merit Drive, Dallas, TX 75251

RECEIVED
SURFACE TRANSPORTATION
BOARD
MAR 24 10 09 AM '97

• Surface Transportation Board

Letter Of Transmittal - The Bangor & Aroostook Railroad Company

Page 2

A short summary of the document and equipment to be entered into the index is as follows "Lease Agreement dated 2/19/97 between The Bangor & Aroostook Railroad Company located at RR2 Box 45, Bangor, ME 04401-9602, Amplicon, Inc as Lessor located at 5 Hutton Centre Drive, #500, Santa Ana, CA 92707, and General Electric Capital Corporation located at 12377 Merit Drive, Dallas, TX 75251, as Assignee of the Lease, covering railroad maintenance equipment, including but not limited to air compressors, ballast regulators, bolt machines, hydraulic tool packages, loaders, tampers, and fork lifts "

Very truly yours,



Michael L. McClendon
Sr Vice President

/pl
encl

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

3/24/97

Michael L. McClendon
Sr. Vice President
Amplicon Financial
5 Hutton Centre Drive, Ste. 500
Santa Ana, California 92707

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 3/24/97 at 10:09AM, and
assigned recordation number(s). 20592.

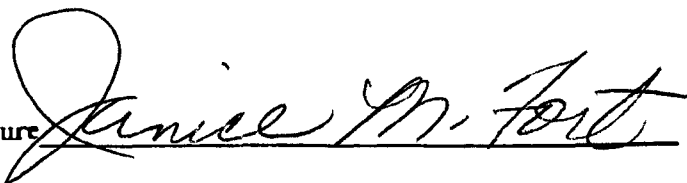
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 24.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature


Janice M. Fort

Amplicon Financial

5 HUTTON CENTRE DRIVE, SUITE 500 • SANTA ANA, CALIFORNIA 92707
714 751-7551 • 800 755-5055 • FACSIMILE 714 751-7557

MAR 24 1997
10:09 Am

LEASE
AGREEMENT

ORDER NO. OL-09512

LESSEE				
The Bangor & Aroostook Railroad Company				
STREET	CITY	STATE	COUNTY	ZIP
RR2 Box 45	Bangor	ME	Penobscot	04401-9602

1. AGREEMENT/LEASE: Amplicon, Inc. ("Amplicon") agrees to lease to Lessee the hardware, software and/or other equipment ("Property") described on the Lease Schedule(s) ("Schedule(s)") referencing this Lease Agreement ("Agreement") and Lessee agrees to lease from Amplicon the Property subject to the terms set forth herein and on each Schedule(s) that the parties may from time to time enter into with respect to this Agreement. Each Schedule identified as being a part of this Agreement incorporates the terms of this Agreement and constitutes a separate lease agreement and is referred to herein as the "Lease". The Lease is in force and is binding upon Lessee and Amplicon upon signed acceptance by Amplicon.

2. UNIFORM COMMERCIAL CODE ACKNOWLEDGMENT: Lessee acknowledges that it has received and approved any written "Supply Contract" covering the Property purchased from the Supplier for lease and Amplicon has informed or advised Lessee, either previously or by this Lease, of the following: (i) the identity of the Supplier, (ii) that Lessee may have rights under the Supply Contract, and (iii) that Lessee may contact the Supplier for a description of any such rights. This Lease is a "Finance Lease" (The terms "Finance Lease", "Supply Contract" and "Supplier" as used in this Lease have the meanings only as ascribed to them under Division 10 of the California Uniform Commercial Code and have no effect on any tax or accounting treatment of the Lease). This provision survives termination of the Lease.

3. NO WARRANTIES: AMPLICON IS NOT THE MANUFACTURER, DEVELOPER, PUBLISHER, DISTRIBUTOR, LICENSOR OR "SUPPLIER" OF THE PROPERTY AND MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, VALUE, MERCHANTABILITY, OR PERFORMANCE OF THE PROPERTY OR THE MATERIAL OR WORKMANSHIP THEREOF OR AGAINST INTERFERENCE BY LICENSORS OR OTHER THIRD PARTIES, IT BEING AGREED THAT THE PROPERTY IS LEASED "AS IS" AND THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessee selected the Property and represents that all the Property is suitable for Lessee's purposes. Amplicon assigns to Lessee during the term of the Lease any warranty rights it may have received from the Supplier as a result of Amplicon's purchase of the Property. If Lessee has any claims regarding the Property or any other matter arising from Lessee's relationship with the Supplier, Lessee must make them against the Supplier. This provision survives termination of the Lease.

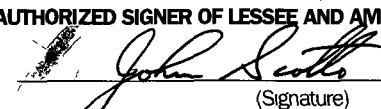
4. AUTHORIZATION DATE AND LEASE DURATION: A Schedule commences and rent is due beginning on the date that Lessee certifies in writing to Amplicon that all of the Property has been received and accepted by Lessee as installed, tested and ready for use, and Lessee authorizes Amplicon in writing to disburse payment to the Supplier ("Authorization Date"). Unless and until Lessee provides such written authorization, Amplicon will not disburse payment to Suppliers. The Term of each Schedule is reflected on the Schedule and begins on the first day of the calendar quarter following the Authorization Date. A calendar quarter commences on the first day of January, April, July and October. Lessee has the right to use the Property at the specific locations shown on the Schedule throughout the duration of this Lease in accordance with the provisions of this Lease. The Term extends for an additional twelve month period ("Extension Term") at the rental rate delineated on the Schedule unless Lessee provides to Amplicon written notice of Lessee's election not to extend the Term at least one hundred eighty days prior to the expiration of the Term.

5. RENTALS: The rent payable is shown on the Schedule(s). The monthly rent is due to Amplicon, in advance, for each month or portion of a month beginning on the Authorization Date and continuing for each month that this Lease is in effect. Rent for portions of a month are based on a daily rental equal to one-thirtieth of the monthly rent. **ALL RENTS SHALL BE PAID WITHOUT NOTICE OR DEMAND AND WITHOUT ABATEMENT, DEDUCTION OR SETOFF OF ANY AMOUNT WHATSOEVER. THE OPERATION AND USE OF THE PROPERTY IS SOLELY AT THE RISK OF LESSEE AND THE OBLIGATION OF LESSEE TO PAY RENT UNDER THE LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL.** Rents will be paid to Amplicon unless otherwise instructed in writing by Amplicon or its assignee.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES THE FOLLOWING RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY LAW: (I) RIGHT TO CANCEL OR TERMINATE THIS LEASE, (II) RIGHT TO REJECT THE PROPERTY, (III) RIGHT TO REVOKE ACCEPTANCE OF THE PROPERTY, (IV) RIGHT TO RECOVER DAMAGES FROM AMPLICON FOR ANY BREACH OF WARRANTY, (V) RIGHT TO RECOVER ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND (VI) RIGHT TO SPECIFIC PERFORMANCE, REPLEVIN, DETINUE, SEQUESTRATION, CLAIM AND DELIVERY OR THE LIKE FOR THE PROPERTY SUBJECT TO THIS LEASE.

THIS LEASE AGREEMENT AND THE APPLICABLE SCHEDULE(S) CONTAIN THE ENTIRE AGREEMENT BETWEEN AMPLICON AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE LEASE CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF AMPLICON. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON BY, OR BE BINDING ON, THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF LESSEE AND AMPLICON.

LESSEE


(Signature)

AMPlicon, INC


(Signature)

This Lease is subject to acceptance by Amplicon's Finance Committee. By signing below, the signer certifies that he or she has read this Lease Agreement, INCLUDING THE REVERSE SIDE, has had an opportunity to discuss its terms with Amplicon, and is authorized to sign on behalf of Lessee. Until this Lease has been signed by an authorized signer of Amplicon, it will constitute a firm offer by Lessee.

LESSEE/OFFEROR

OFFER: The Bangor & Aroostook Railroad Company

By



Name

JOHN SCOTT

Title

Vice President

Date

FEB 13, 1997

AMPlicon, INC.

ACCEPTANCE:

By



Name

Michael L. McClendon

Title

Senior Vice President

Date

2-19-97

See Notary Acknowledgment Attached

6. INDEMNITY: Lessee assumes liability for, and agrees at its own expense to indemnify and defend Amplicon, its employees, officers, directors and assigns, from and against any and all claims, liabilities, losses, damages, and expenses (including legal expenses) of every kind or nature (including, without limitation, claims based upon strict liability) arising out of the use, condition (including latent and other defects, whether or not discoverable by Lessee or Amplicon), operation or ownership of any items of Property including, without limitation, any claim for patent, trademark or copyright infringement) or for any interruptions of service, loss of business or consequential damages. These indemnities and assumptions survive the termination of this Lease.

7. PERFORMANCE OF LESSEE'S OBLIGATIONS BY AMPLICON: If Lessee fails to perform any of its obligations under this Lease, Amplicon may, at its option, perform them for Lessee without waiving Lessee's default. Any amount paid by Amplicon, and any expense (including reasonable attorneys' fees) or any other liability incurred by Amplicon as a result of its performance of Lessee's obligations will be payable by Lessee to Amplicon upon demand.

8. FURTHER ASSURANCES AND NOTICES: Lessee's signing of this Lease constitutes a firm offer. In consideration of Amplicon's time and effort in reviewing and acting on the offer, Lessee agrees that its offer is irrevocable for twenty business days after Amplicon's receipt of the offer and of all credit information requested by Amplicon. Amplicon's signing of the Lease, including the Schedule, constitutes acceptance of Lessee's offer. Lessee agrees to sign and provide any documents which Amplicon deems necessary for confirmation, assignment and assurance of performance by Lessee of its obligations under the Lease or for perfection of this Lease and the Property including, but not limited to, the signing and filing of Uniform Commercial Code (UCC) Financing Statements (which Lessee agrees may be signed by Amplicon on Lessee's behalf). Lessee authorizes Amplicon to insert applicable dates as necessary to complete all documentation for the Lease. Prior to Amplicon's acceptance of the Lease and for the duration of the Lease, Lessee agrees to promptly provide Amplicon with all credit information reasonably requested by Amplicon including, but not limited to, comparative audited financial statements for the most current annual and interim reporting periods. Lessee's failure to provide such information to Amplicon is an event of default under the Lease. **All notices to Amplicon must be in writing and sent certified mail return receipt requested to the address shown above or such other address as to which Lessee has been notified in writing.**

9. DEFAULT: Whenever any amount due under the Lease is not received by Amplicon or its assignee when due, Lessee shall pay a delinquency charge equal to five percent of the amount then due (or the maximum allowed by law) for the month in which the amount is due and again for each month that the amount remains unpaid. An Event of Default shall occur if: (a) Lessee fails to pay any rent or other payment under the Lease when due and the failure continues for ten days, (b) Lessee fails to perform or observe any of the covenants or obligations in this Lease other than Lessee's rental obligations, and such failure is not cured within ten days after written notice has been provided, (c) Lessee makes an assignment for the benefit of its creditors, files any petition or takes any action under any bankruptcy, reorganization or insolvency laws, (d) an involuntary petition is filed under any bankruptcy statute against Lessee or any receiver, trustee or custodian is appointed to take possession of Lessee's properties, unless such petition or appointment is set aside or withdrawn within sixty days of said filing or appointment, (e) Lessee attempts to or does remove, transfer, sell, sublicense, encumber, part with possession, or sublet any of the Property, (f) Lessee attempts to assign or transfer this Lease or its interest under the Lease or moves any of the Property from the location(s) set forth on the Schedule without Amplicon's prior written consent, or (g) Lessee undergoes a sale, buyout, change in control, or change in ownership of any type, form or manner which, as judged solely by Amplicon, results in a material deterioration in Lessee's credit worthiness.

10. REMEDIES: Upon an Event of Default, Amplicon may exercise at its sole option any one or more of the remedies permitted by law, including but not limited to the following: (a) through legal action, enforce performance by Lessee of the applicable covenants and obligations of this Lease or recover damages for the breach of those covenants or obligations, (b) terminate the Lease and Lessee's rights under the Lease, (c) by notice in writing to Lessee, recover all amounts due on or before the date Amplicon declared this Lease to be in default, plus, as liquidated damages for the loss of a bargain and not as a penalty, accelerate and declare to be immediately due and payable all rentals and other sums payable under the Lease without any presentment, demand, protest or further notice (all of which are hereby expressly waived by Lessee), at which time the same shall become immediately due and payable, and (d) take immediate possession of the Property, or any part of the Property, from Lessee free from claims by Lessee. In the case of Software, it is agreed that Lessee's unauthorized use, disclosure, or transfer of the Software will cause Amplicon significant damages which at the time the parties enter the Lease, are impossible to quantify or predict. Therefore, if Lessee is found to be using (in any manner) all or any portion of the Software after the termination of this Lease, or after an Event of Default under the Lease, or if Supplier terminates a license of Lessee's right to use the Software for an alleged breach of the use, disclosure, or transfer restrictions imposed on Lessee, the parties hereby agree that liquidated damages shall be payable immediately by Lessee to Amplicon in an amount which is equal to two times the amount paid by Amplicon for the Software. The exercise of any of the foregoing remedies by Amplicon will not constitute a termination of this Lease unless Amplicon so notifies Lessee in writing. If Amplicon repossesses the Property, Amplicon may rent or sell the Property in such a manner and at such times as Amplicon may determine and without notice to Lessee. In the event Amplicon rents the Property, any rentals received by Amplicon for the remaining Term(s) of the Schedule shall be applied to the payment of: (i) all costs and expenses (including reasonable attorneys' fees) incurred by Amplicon in enforcing its remedies under this Lease, and (ii) the rentals for the remainder of the Term(s) and all other sums then remaining unpaid under this Lease. All rentals received by Amplicon for the period commencing after the remaining Term(s) shall be retained by Amplicon. Lessee will remain liable to Amplicon to the extent that the aggregate amount of the sums referred to in clauses (i) and (ii) above exceed the aggregate rentals received by Amplicon under such agreements for the remaining Term(s) applicable to the Property covered by such agreements. In the event that Amplicon sells the Property, the proceeds will be applied to the sum of: (1) all costs and expenses (including reasonable attorneys' fees) incurred by Amplicon in enforcing its remedies under this Lease and in disposing of the Property, (2) the rentals accrued under this Lease, but unpaid up to the time of such disposition, (3) any and all other sums other than rentals then owing to Amplicon by Lessee under the Lease, and (4) the stipulated value as would be determined in the event of a Casualty Occurrence (as defined in the terms and conditions to the Schedule) on the date of the Property's disposition. The remaining balance of such proceeds, if any, will be applied first to reimburse Lessee for any sums previously paid by Lessee as liquidated damages (as set forth in (c) above), and any remaining amounts will be retained by Amplicon. Lessee will remain liable to Amplicon to the extent that the aggregate amount of the sums referred to in clauses (1) through (4) above exceeds the proceeds received by Amplicon in connection with the disposition of the Property. Amplicon's remedies under this Lease shall not be deemed exclusive. Waiver of any default or breach of this Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

11. DISPUTE RESOLUTION: THE PARTIES AGREE THAT ALL DISPUTES, WHETHER BASED IN TORT OR CONTRACT, RELATING TO OR ARISING OUT OF THIS LEASE (COLLECTIVELY, "LEASE DISPUTES") WILL BE SUBMITTED TO THE ORANGE COUNTY, CALIFORNIA OFFICE OF ENDISPUTE, INC., DBA JAMS-ENDISPUTE ("JAMS") FOR A TRIAL OF ALL ISSUES OF LAW AND FACT CONDUCTED BY A RETIRED JUDGE OR JUSTICE FROM THE PANEL OF JAMS, APPOINTED PURSUANT TO A GENERAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638(1) (OR ANY AMENDMENT, ADDITION OR SUCCESSOR SECTION THERETO) UNLESS AMPLICON OR ITS ASSIGNEE SELECTS AN ALTERNATIVE FORUM. IF THE PARTIES ARE UNABLE TO AGREE ON A MEMBER OF THE JAMS PANEL, THEN ONE SHALL BE APPOINTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR THE COUNTY OF ORANGE. IN THE EVENT THAT JAMS IN THE COUNTY OF ORANGE CEASES TO EXIST, THEN THE PARTIES AGREE THAT ALL LEASE DISPUTES WILL BE FILED AND CONDUCTED IN THE CALIFORNIA SUPERIOR COURT FOR THE COUNTY OF ORANGE, UNLESS AMPLICON OR ITS ASSIGNEE SELECTS AN ALTERNATIVE FORUM. LESSEE AGREES TO SUBMIT TO THE PERSONAL JURISDICTION OF THE CALIFORNIA SUPERIOR COURT FOR ALL LEASE DISPUTES. LESSEE WAIVES ITS RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THIS LEASE. If any party to this Lease brings any action to enforce any of the terms, or to recover for any breach, then the prevailing party is entitled to recover from the other party reasonable attorneys' fees and costs, including all JAMS-related costs and costs of collection (including judgment enforcement and collection costs).

12. MISCELLANEOUS: All agreements, representations and warranties contained in this Lease, or in any document or certificate delivered pursuant to or in connection with this Lease, shall expressly survive the termination of this Lease. If any provision of this Lease is determined by competent authority to be unenforceable, such determination shall not invalidate the remaining provisions of the Lease. To the extent permitted by applicable law, Lessee waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. This Lease has been entered into and shall be performed in California and, therefore, **THIS LEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA (EXCLUSIVE OF PRINCIPLES OF CONFLICT OF LAWS).** Time is of the essence of this Lease and each provision thereof.

NOTARY ACKNOWLEDGEMENT

Description of attached document

Title or Type of Document Lease Agreement Order No OL-09512 No of Pages 1

(For The Bangor & Aroostook Railroad Company)

State of Maine
County of Penobscot

On 2/13/97 before me, Barbara Veilleux, a notary public, personally appeared John Scott, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Barbara J. Veilleux
Signature of Notary Public

Barbara J. Veilleux
Notary Public - State of Maine
My commission expires June 6, 2002

(seal)

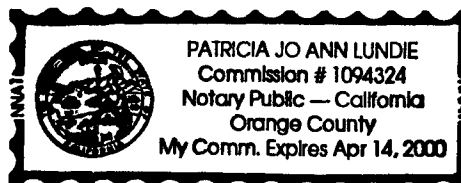
(For Amplicon, Inc)

State of California
County of Orange

On 2/19/97 before me, PATRICIA JO ANN LUNDIE, a notary public, personally appeared Michael L McClendon, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

Patricia Jo Ann Lundie
Signature of Notary Public



(seal)

ADDENDUM "A"
TO
LEASE AGREEMENT ORDER NO OL-09512
WITH RESPECT TO LEASE SCHEDULE NO 01

This Addendum is supplemental to and made a part of this Lease Agreement Order No OL-09512 dated 2/19/97 (the "Agreement"), Lease Schedule No 01 dated 2/19/97, and other related documents under the Lease and Schedule (together forming the "Lease") The parties to the Lease include The Bangor & Aroostook Railroad Company ("Lessee") and Amplicon, Inc. ("Amplicon")

Capitalized terms used in this Addendum without definition shall have the meanings set forth in the Lease, unless specifically modified This Addendum is to be construed as supplemental to, and part of, the Lease

Lessee and Amplicon acknowledge and agree that the Lease is hereby amended with respect to the above-referenced Lease Schedule as follows

- a) Section 9 of the Agreement is amended as follows The first sentence is deleted and the following is substituted in its stead "Past due installments of rent (or any portion thereof) which are not paid within 10 days after their due date shall be subject to a one time delinquency charge of 5% of the amount then due, but not exceeding the lawful maximum, if any Any rent or other amount not paid to Lessor when due hereunder shall bear interest, both before and after judgment or termination hereof, at the lesser of 18% per annum of the maximum rate allowed by law."
- b) Section 10 REMEDIES of the Lease is modified by adding "(discounted at 6%)," after "Lease" in the fifth line of the first sentence
- c) Section 11 DISPUTE RESOLUTION is amended as follows
The fifth sentence shall be deleted and the following is substituted in its stead "LESSEE HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS LEASE, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND AMPLICON RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LESSEE AND AMPLICON THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS) THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS THIS LEASE, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION IN THE EVENT OF LITIGATION, THIS LEASE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT "

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect. The Lease sets forth the entire and final understanding between the parties with respect hereto The terms of this Addendum have been negotiated and jointly drafted by Amplicon and Lessee and, therefore, the language of the Addendum shall not be construed in favor or against either party. The undersigned represent that they have the authority to enter into this Lease, and that the same shall be legally binding and enforceable on the respective principals.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

ACCEPTED BY:
The Bangor & Aroostook Railroad Company
(Lessee)

BY: John Scott
NAME: John Scott
TITLE: Vice President
DATE: FEB 13, 1997

ACCEPTED BY.
Amplicon, Inc.

BY: Michael L. McClendon
NAME: Michael L. McClendon
TITLE: Senior Vice President
DATE: 2-19-97

See Notary Acknowledgment Attached

NOTARY ACKNOWLEDGEMENT

Description of attached document

Title or Type of Document Addendum "A" No of Pages 1

(For The Bangor & Aroostook Railroad Company)

State of Maine
County of Hancock

On 2/13/97 before me, Barbara Veilleux, a notary public, personally appeared John Scott, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Barbara J. Veilleux
Signature of Notary Public

Barbara J. Veilleux
Notary Public - State of Maine
My commission expires June 6, 2002

(seal)

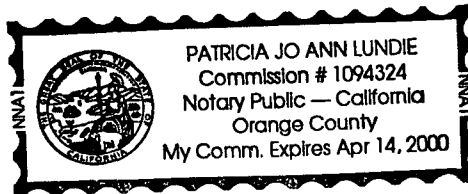
(For Amplicon, Inc)

State of California
County of Orange

On 2/19/97 before me, PATRICIA JO ANN LUNDIE, a notary public, personally appeared Michael L McClendon, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Patricia Jo Ann Lundie
Signature of Notary Public



(seal)

Amplicon Financial

5 HUTTON CENTRE DRIVE, SUITE 500 • SANTA ANA, CALIFORNIA 92707
714 751-7551 • 800 755-5055 • FACSIMILE 714 751-7557

L E A S E S C H E D U L E

NO. 01

LESSEE The Bangor & Aroostook Railroad Company				CONTACT Karl Ziebarth
STREET RR2 Box 45				PHONE NO. (214) 522-9565
CITY Bangor	STATE ME	COUNTY Penobscot	ZIP 04401-9602	FACSIMILE NO. (214) 522-9604

This Schedule is issued with respect to the Lease Agreement Order No. OL-09512 dated 2/19/97.

All of the terms of the Lease Agreement are incorporated into this Schedule as if fully reflected on the Schedule. The terms of this Schedule and the Lease Agreement combine to form an individual Lease with an independent Term

Any Deposit under this Schedule shall be returned to Lessee (without interest thereon) if Amplicon does not accept this Schedule Upon acceptance of this Lease by Amplicon any such Deposit shall be treated as a Transaction Fee earned by Amplicon and unless otherwise specified herein shall not be applied to any rentals or other payments due under the Lease

Term (months) **Sixty (60)**
Deposit \$ **20,241.94** (Applied to the last month of the Term)
Monthly Rent \$ **20,241.94**
Property **Estimated Property cost to be \$958,879.00**

<u>Quantity</u>	<u>Property Description</u>	<u>Serial #</u>
-----------------	-----------------------------	-----------------

RAILROAD EQUIPMENT TO BE MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THE MONTHLY EQUIVALENT LEASE RATE FACTOR ("MELRF") OF 0.02111 MAY BE ADJUSTED UPWARD AT THE TIME OF THE LEASE AUTHORIZATION DATE AND IN ACCORDANCE WITH THE MOVEMENT OF THE AVERAGE YIELD OF EQUALLY MATURING U.S. TREASURY NOTES FROM A BASE U.S. TREASURY NOTE YIELD OF 6.35%.


LESSEE HAS THE RIGHT TO QUIETLY ENJOY THE USE OF THE PROPERTY WITHOUT INTERFERENCE BY AMPLICON OR ITS ASSIGNEE PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS OF THIS LEASE.

AT THE EXPIRATION OF THE TERM, ONE FINAL PAYMENT OF 10 % OF AMPLICON'S ORIGINAL COST OF THE PROPERTY, PLUS ALL ACCRUED BUT UNPAID LATE CHARGES, INTEREST, TAXES, PENALTIES AND/OR ANY OTHER SUMS DUE AND OWING UNDER THE LEASE, SHALL BECOME DUE, OWING AND PAYABLE BY LESSEE TO AMPLICON OR AMPLICON'S ASSIGNEE, IF APPLICABLE, FOR WHICH AMPLICON WILL PASS ITS TITLE IN THE PROPERTY TO LESSEE.

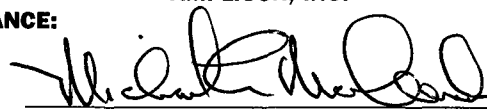
THE INDIVIDUAL SIGNING BELOW CERTIFIES THAT HE OR SHE HAS READ THIS SCHEDULE (INCLUDING THE TERMS ON THE REVERSE SIDE) AND THE LEASE AGREEMENT, AND IS AUTHORIZED TO SIGN THIS SCHEDULE ON BEHALF OF LESSEE.

THIS SCHEDULE ALONG WITH THE LEASE AGREEMENT CONTAIN THE ENTIRE AGREEMENT BETWEEN AMPLICON AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF THIS AGREEMENT CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF AMPLICON NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON OR BE BINDING ON THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF BOTH LESSEE AND AMPLICON

LESSEE/OFFEROR
OFFER: The Bangor & Aroostook Railroad Company

Signature 
Name JOHN SCOTT
Title VICE PRESIDENT
Date FEB 13, 1997

AMPLICON, INC.

ACCEPTANCE:
Signature 
Name Michael L. McClendon
Title Senior Vice President
Date 2-19-97

**TERMS AND CONDITIONS
APPLICABLE TO THIS LEASE SCHEDULE**

A. RIGHT TO INSPECT THE PROPERTY: Amplicon may during reasonable business hours enter upon any premises where the Property is located to confirm compliance with the terms of the Lease

B. TAXES ON THE PROPERTY: All fees, assessments and taxes (except those based upon the net income of Amplicon) which may now or hereafter become due or are imposed upon the ownership, sale, possession and/or use of the Property are to be paid by Lessee. While Lessee will be responsible for payment of all personal property taxes, Amplicon will file all personal property tax returns. Amplicon is not responsible for contesting any valuation of, or tax imposed on, the Property (but may do so strictly as an accommodation to Lessee) and will not be liable or accountable to Lessee therefor. Amplicon retains any and all federal and state tax credits or benefits relating to the Property.

C. USE, OPERATION AND MAINTENANCE OF THE PROPERTY: Lessee at its own expense, will provide a suitable place for the operation of the Property, and keep in force for the duration of the Lease the best standard Supplier's maintenance agreement(s) which will cause the Supplier(s) to make all the necessary repairs, adjustments, and replacements in accordance with such maintenance agreement(s) and entitle Lessee (through Amplicon, if necessary) to obtain available enhancements, updates, upgrades and changes.

D. ADDITIONS AND MODIFICATIONS TO THE PROPERTY: All additions and modifications to the Property become a part of the Property and are owned by Amplicon. Software, as described on any Schedule(s), includes all updates, revisions, upgrades, new versions, enhancements, modifications, derivative works, maintenance fixes, translations, adaptations, and copies of the foregoing or of the original version of the Software whether obtained from the Supplier, licensor or from any source whatsoever, and references in this Lease to Software will be interpreted as references to any and all of the foregoing. All additions and modifications to the Property must be free and clear of any liens or rights of other parties.

E. INSURING THE PROPERTY: While the Property is in transit and for the duration of the Lease, Lessee at its own expense shall maintain (i) comprehensive public liability insurance (naming Amplicon or its assigns as additional insured) for bodily injury and property damage resulting from the maintenance, use or transport of the Property and (ii) property and casualty insurance (naming Amplicon and/or its assigns as sole loss payee) covering all risks of loss or damage to the Property from any cause whatsoever including, without limitation, fire and theft. All insurance will be from an insurer(s) and in a form and amount satisfactory to Amplicon. Lessee shall deliver to Amplicon the original policies or certificates of such insurance (and each renewal or replacement thereof) and evidence of the payment of the premiums for such insurance policies. All policies will provide that no cancellation or material modification of such insurance shall be effective without thirty days prior written notice to Amplicon.

F. RISK OF LOSS TO THE PROPERTY: While the Property is in transit and throughout the duration of the Lease, Lessee assumes all responsibility for loss or damage or other Casualty Occurrence, as defined herein, to the Property and shall hold Amplicon harmless. A Casualty Occurrence occurs if, for any reason whatsoever, any of the Property is lost, stolen, requisitioned, taken, confiscated, destroyed or irreparably damaged by any cause whatsoever. In the case of Software, the erasure, inoperability or other incapacity of the Software triggered by a preprogrammed termination or limiting design or routine embedded in the Software is also deemed a Casualty Occurrence. In the event of a Casualty Occurrence as to any Property, Lessee will immediately inform Amplicon in writing. On the next succeeding rental payment date, Lessee will (i) either replace the Property with like-kind Property, free and clear of any liens or rights of other parties, acceptable to Amplicon or Amplicon's assignee and continue to pay all rentals without interruption as they come due, or (ii) pay to Amplicon all past due rentals and other amounts then late or due and an amount equal to the stipulated value as determined by the Casualty Schedule annexed to the Lease ("Stipulated Value"). When Lessee makes this payment to Amplicon, the rentals cease to accrue and the Lease with respect to that Schedule ends. Insurance proceeds received by Amplicon as a result of a Casualty Occurrence will be applied to reduce Lessee's obligation to pay the Stipulated Value.

G. OWNERSHIP OF THE PROPERTY: Amplicon at all times retains ownership, title and/or control over Lessee's right to use the Property in accordance with the terms of the Lease. Lessee shall protect and defend, at its own expense, Amplicon's title and/or rights in the Property against all claims and liens and keep the Property free and clear of all such claims and liens. The Property is and shall remain personal property of Amplicon. To the extent Software subject to this Lease may also be the subject of a license agreement between the Supplier and Lessee, Lessee acknowledges that the license to use the Software is being provided to Lessee solely because of payments made by Amplicon to the Supplier and, accordingly, Lessee agrees that Amplicon has an interest in the license. Lessee agrees that if it or any of its affiliates receives anything of value from the Supplier (including without limitation, a trade-in, substitution, discount or upgrade allowance) other than Lessee's rights to use the Software reflected on the Schedule for the duration of this Lease, Lessee will advise Amplicon and pay to Amplicon an amount equal to such additional value obtained by Lessee. Lessee agrees that it will not surrender, transfer or modify the license agreement without first obtaining the written consent of Amplicon.

H. RETURN OF PROPERTY: If Lessee elects to return the Property as provided for in the Lease, Lessee will discontinue the use of the Property, pay to Amplicon an inspection, refurbishment and restocking fee equal to three percent of the Property's original cost, and immediately, at its own expense, ship the Property, with all manuals, cables, cartons and packing materials as originally furnished by Supplier, to a location within the United States in accordance with the Property return instructions provided by Amplicon. In the case of Software, Lessee will destroy all intangible Software items, and deliver to Amplicon all tangible items constituting Software. At Amplicon's request, Lessee will also certify in a written form acceptable to Amplicon that (i) all the tangible Software has been delivered to Amplicon, (ii) all intangible records have been destroyed, (iii) Lessee has not retained the Software in any form, (iv) Lessee will not use the Software after termination and (v) Lessee has not received from Supplier(s) anything of value relating to or in exchange for Lessee's use, rental or possession of the Software during the duration of the Lease (including a trade-in, substitution or upgrade allowance). Until Lessee has complied with all of the requirements of this Section, rent payment obligations will continue from month to month at the rental rate delineated on the Schedule.

I. ASSIGNMENT OF LEASE AND/OR PROPERTY: AMPLICON MAY ASSIGN ANY OF ITS RIGHTS IN THE LEASE AND/OR THE PROPERTY TO AN ASSIGNEE ("ASSIGNEE"). LESSEE HEREBY CONSENTS TO SUCH ASSIGNMENT AND FURTHER AGREES AS FOLLOWS: (1) ASSIGNEE DOES NOT ASSUME ANY OF THE OBLIGATIONS OF AMPLICON UNDER THE LEASE; (2) TO PAY ALL ASSIGNED MONIES DUE UNDER THE LEASE UNCONDITIONALLY WITHOUT OFFSET AND LESSEE FURTHER AGREES THAT SUCH MONIES SHALL BE PAYABLE NOTWITHSTANDING ANY DEFENSE OR COUNTERCLAIM WHATSOEVER WHETHER BY REASON OF BREACH OF THE LEASE, THE EXERCISE OF ANY RIGHT HEREUNDER, OR OTHERWISE, WHICH LESSEE MAY NOW OR HEREAFTER HAVE AGAINST AMPLICON (LESSEE RESERVES ITS RIGHT TO HAVE RECOURSE DIRECTLY AGAINST AMPLICON ON ACCOUNT OF ANY SUCH DEFENSE OR COUNTERCLAIM); (3) TO PROVIDE AMPLICON WITH A COPY OF ANY NOTICES SENT BY LESSEE TO ASSIGNEE UNDER THE LEASE; (4) THAT SUBJECT TO AND WITHOUT IMPAIRMENT OF LESSEE'S LEASE-HOLD RIGHTS IN AND TO THE PROPERTY COVERED UNDER THE LEASE, LESSEE SHALL HOLD SAID PROPERTY AND THE POSSESSION THEREOF FOR THE ASSIGNEE TO THE EXTENT OF THE ASSIGNEE'S RIGHTS THEREIN, AND (5) SUCH ASSIGNMENT DOES NOT CHANGE LESSEE'S OBLIGATIONS UNDER THIS LEASE OR INCREASE THE BURDEN AND RISKS IMPOSED ON LESSEE. WITHOUT THE PRIOR WRITTEN CONSENT OF AMPLICON, LESSEE SHALL NOT ASSIGN THIS LEASE OR ITS INTEREST IN THE LEASE IN ANY FORM OR MANNER INCLUDING, BUT NOT LIMITED TO, AN ASSIGNMENT DUE TO A SALE, MERGER, LIQUIDATION, SUB-LEASE, LEVERAGED BUYOUT, CHANGE OF OWNERSHIP OR CHANGE-IN-CONTROL.

NOTARY ACKNOWLEDGEMENT

Description of attached document

Title or Type of Document Lease Schedule No 01 No of Pages 1

(For The Bangor & Aroostook Railroad Company)

State of Maine
County of Penobscot

On 2/13/97 before me, Barbara Veilleux, a notary public, personally appeared John Hottel, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Barbara J. Veilleux
Signature of Notary Public

Barbara J. Veilleux
Notary Public - State of Maine
My commission expires June 6, 2002

(seal)

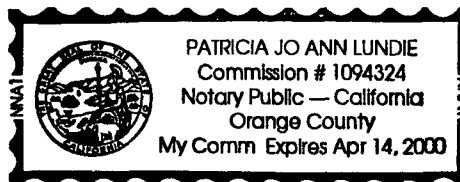
(For Amplicon, Inc)

State of California
County of Orange

On 2/19/97 before me, PATRICIA JO ANN LUNDIE, a notary public, personally appeared Michael L McClendon, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Patricia Jo Ann Lundie
Signature of Notary Public



(seal)

EXHIBIT "A"

TO LEASE SCHEDULE NO. 01

DESCRIPTION	MANUFACTURER	MODEL	HORSEPOWER	BAR ROAD NO.	YEAR ACQUIRED	SERIAL #S
Air Compressor (4 cyl engine, portable with tr	Ingersol-Rand		40	*	1971	14
Air Compressor (4 cyl engine, portable with tr	RTW		30	*	1980	494
Anchor Cribber (2 cylinder diesel engine)	Rachne		25	*	1980	695
Anchor Fast	Kershaw	26-2	90	X472	1980	26-1463
Ballast Regulator	Kershaw				1960	
Snow Switch Cleaner Attachment	Kershaw	26-2	90	X473	1980	26-1462
Ballast Regulator	Kershaw				1960	
Snow Switch Cleaner Attachment	Kershaw	26-1	90/90	X413	1960	413
Ballast Regulator HD	Kershaw				1963	*
Snow Switch Cleaner Attachment	Kershaw	26-1	90/90	X216	1971	26-686
Ballast Regulator HD	Kershaw				1971	*
Snow Switch Cleaner Attachment	Kershaw				1979	*
Snow Switch Cleaner Attachment	Bert Pike	KL	197	X457	1980	8005
Ballast Regulator HD/Snow Blower	Bert Pike			*	1980	*
Snow Switch Cleaner Attachment						
Bolt Machine	Geismar	BRS8	10	*	1987	2
Bolt Machine	Geismar	BRS8	10	*	1990	3
Bolt Machine	Safetran	C	9	*	1993	4
Ditcher	Gradall	G660	120/160	X463	1983	G816135
Hydraulic Tool Package (Derby)	Fairmont			*	1991	
1 Power Unit		HG 3555-3	22			105630
Spike Puller		H4716				
Impact Wrench		H65206				
Hydraulic Drill		H6400C				
Spike Puller		H4861 A				
Hydraulic Tool Package (Fort Kent)	Stanley			*	1994	
Power Unit		HPR	20			148
Spike Puller		SP40				
Impact Wrench		IW16				
Hydraulic Tie Drill		DL08				
Spike Driver		SD67				

JS Initial


Lucy Initial

DESCRIPTION	MANUFACTURER	MODEL	HORSEPOWER	BAR ROAD NO.	YEAR ACQUIRED	SERIAL #S
Hydraulic Tool Package (Mad)	Fairmont	HG 3555-3	22	*	1990	97375
Power Unit		H4716				
Spike Puller		H65206				
Impact Wrench		H6400C				
Hydraulic Drill		H4861 A				
Spike Driver	Fairmont			*	1986	
Hydraulic Tool Package (Mikt.)		HG 3555-3	22			70282
Power Unit		H4716				
Spike Puller		H65206				
Impact Wrench		H6400C				
Hydraulic Drill		H4861 A				
Spike Driver	Fairmont			*	1988	47373
Hydraulic Tool Package (NMJ)		HG 3555-3	22			
Power Unit		H4716				
Spike Puller		H65206				
Impact Wrench		H6400C				
Hydraulic Drill		H4861 A				
Spike Driver	Fairmont			*	1989	97374
Hydraulic Tool Package (Oakfld)		HG 3555-3	22			
Power Unit		H4716				
Spike Puller		H65206				
Impact Wrench		H6400C				
Hydraulic Drill		H4861 A				
Spike Driver	Fairmont			*	1993	
Hydraulic Tool Package (P I)		HG 3555-3	22			135328
Power Unit		H4716				
Spike Puller		H65206				
Impact Wrench		H6400C				
Hydraulic Drill		H4861 A				
Spike Driver	Fairmont			*	1987	
Hydraulic Tool Package (Sq Pan)		HG 3555-3	22			201860
Power Unit		H4716				
Spike Puller		H65206				
Impact Wrench		H6400C				
Hydraulic Drill		H4861 A				
Spike Driver	Fairmont			*	1987	
Hydraulic Tool Package (Sq Pan)		HG 3555-3	22			201860
Power Unit		H4716				
Spike Puller		H65206				
Impact Wrench		H6400C				
Hydraulic Drill		H4861 A				
Spike Driver	Fairmont			*	1987	

J5 Initial

kwh Initial

DESCRIPTION	MANUFACTURER	MODEL	HORSEPOWER	BAR ROAD NO.	YEAR ACQUIRED	SERIAL #'S
Jackson Tie Insert	Jackson	925SS	75	X464	1994	144008
Jackson Tie Insert	Jackson	925SS	75	*	1996	137146
Loader (Rubber Tired))	Euclid (L-30)	L-30	197	L-30	1965	17UPM41834
Material Handling Truck	Peterbuilt		300	E-10#	1988	212800
Rail Saw, 26"	Atlantic		45	*	1995	65
Rotary Snow Thrower	Sno-Go	MP-3D	170	*	1974	2918
Rotary Snow Thrower	Sno-Go	MP-3D	170	*	1978	599726
Speed Swing Loader, 360 Degree	Pettibone	360	135	X465	1987	2910
Speed Swing Loader, 441B	Pettibone	441-B	106	X450	1974	1960
Speed Swing Loader, 441B	Pettibone	441-B	106	X453	1975	2024
Speed Swing Loader, 441B	Pettibone	441-B	106	X458	1980	1699
Speed Swing Loader, 441B	Pettibone	441-B	106	X459	1980	1899
Speed Swing Loader, 441B	Pettibone	441-B	106	X466	1988	2431
Speed Swing Loader, 441B	Pettibone	441-B	106	X433		433
Speed Swing Loader, 441D	Pettibone	441-B	106	X469	1990	2581
Speed Swing Loader, 441D	Pettibone	441-B	106	X470	1990	2582
Spike Puller, Dual Claws	Nordco	SUPER CLAWS	20	*	1991	401
Tamper, Autojack Electromatic, EA-JD	Tamper	EA JD	120	X441	1980	688131
Tamper, Electromatic Mark I, STA	Tamper	EA ST	120	X467	1988	467
Tamper, Electromatic Switch, EST-Mark II	Tamper	EST	120	X478	1991	1087921
Tamper, Junior Foreman, EA-JD	Tamper	EA JD	120	X451	1974	2374444
Tamper, Mark IV - with Jacks & Liner, Model	Tamper	HCTREAS	210	X480	1995	7190645
Tamper, Switch	Tamper	EA ST	120	X456	1977	1075107
Snow Switch Cleaner Attachment			40		1973	C3-8036-8171
Tamper, Switch, STA	Tamper	EA ST	120	X212	1973	1072673
Tie Bed Scarifier and Insert	Kershaw	34-5	90	X215	1994	470
Tie Crane (2170 A)	RTW	2170 A	90	X475	1990	475
Tie Crane (2170 A)	RTW	2170 A	90	X476	1990	476
Tie Plate Machine	Simpson, LaPointe		18	*	1991	6
Tie Remover, TR10	Tamper	TRIO	115	X471	1990	5591050
Tie Shear with Extruder	Fairmont	W114A	90	X213	1971	W114-2345-58

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DESCRIPTION	MANUFACTURER	MODEL	HORSEPOWER	BAR ROAD NO.	YEAR ACQUIRED	SERIAL #S
Tie Spacer	Nordberg	A	90	X439	1986	120
Vibratool Tamping Machine	Tamper	VT	90	X461	1981	4370114
Welder 225 Amp (On the E-28)	Miller	902-957	50	*	1976	902-957
Welder B6 40 (on welders truck)	Miller		38	*	1994	KF834864
Fork Lift Truck	Nissan	KH0156R16S		M-9	1984	PH01P80067
Fork Lift Truck	Nissan	5000		M-17	1986	27628
Fork Lift Truck	Allis Chalmers	ACP602PSSING		M-18	1987	GAKB84250
Fork Lift	Waldon	8100		M-19	1989	19860
Truckster	Titan	N/A		M-15	1973	
Front End Loader	Caterpillar	910		M-16	1976	80U335
Front End Loader	Komatsu	FG-25C-11		M-25	1984	456081A
Front End Loader	Hyllif	SNOKE LIFT		M-26	1988	80U335
Fork Lift Truck	Yale	GLP080LCJSBO88		S-14	1983	436037
Fork Lift Truck	Komatsu	FG15C-15		S-15	1984	314361A
Speed Truck	Kalamazoo	2500A		S-11	1985	3811861

Lessee:

The Bangor & Aroostook Railroad Company

By:

Name:

Title:

Date:

John Seery
 John Seery
 Vice President
 Feb 13, 1997

Amplicon, Inc.

By:

Name:

Title:

Date:

Michael L. McClendon
 Michael L. McClendon
 Sr. Vice President
 2-19-97

NOTARY ACKNOWLEDGEMENT

Description of attached document

Title or Type of Document Exhibit "A" to Lease Schedule No 01 No of Pages 4

(For The Bangor & Aroostook Railroad Company)

State of Maine
County of Penobscot

On 2/13/97 before me, Barbara J. Veilleux, a notary public, personally appeared John Scott, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Barbara J. Veilleux
Signature of Notary Public

Barbara J. Veilleux
Notary Public - State of Maine
My commission expires June 6, 2002

(seal)

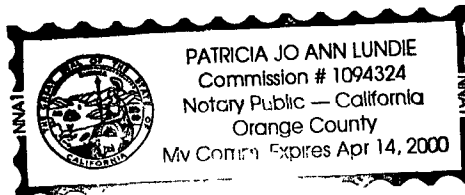
(For Amplicon, Inc)

State of California
County of Orange

On 2/19/97 before me, PATRICIA JO ANN LUNDIE, a notary public, personally appeared Michael L McClendon, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Patricia Jo Ann Lundie
Signature of Notary Public



(seal)



5 HUTTON CENTRE DRIVE, SUITE 500 • SANTA ANA, CALIFORNIA 92707
714.751-7551 • 800 755-5055 • FACSIMILE 714 751-7557

DELIVERY ORDER

LEASE AGREEMENT ORDER NO	OL-09512
LEASE SCHEDULE NO	01

LESSEE The Bangor & Aroostook Railroad Company	LOCATION OF PROPERTY Same
STREET RR2 Box 45	STREET
CITY Bangor,	CITY
STATE ME	STATE
COUNTY Penobscot	COUNTY
ZIP 04401-9602	ZIP
ATTENTION B.F. Collins	ATTENTION
TITLE Vice President / DCOO	TITLE
PHONE NO. (516) 561-1058	PHONE NO.

PROPERTY

ITEM	QUANTITY	DESCRIPTION	<input type="checkbox"/> P.O.# <input type="checkbox"/> S.N #
		RAILROAD EQUIPMENT TO BE MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	
MONTHLY RENT		MANDATORY BALLOON	TERM IN MONTHS
\$20,241.96 (INCLUDES TAX PAID UP-FRONT)		\$90,460 28	Sixty [60]
		AUTHORIZATION DATE	
		Date of Funding	

ACCEPTANCE CERTIFICATE

Lessee certifies that effective the Authorization Date herein, the Property, set forth above, pursuant to the Lease Schedule and Lease Agreement Order No. referenced above, is received and accepted by us as installed, tested and ready for use, Amplicon is authorized to pay the supplier(s), and billing pursuant to the Lease Agreement Order is appropriate.

ACCEPTED BY:

The Bangor & Aroostook Railroad Company

BY: John Scott

TITLE: VICE PRESIDENT

See Notary Acknowledgment Attached

NOTARY ACKNOWLEDGEMENT

Description of attached document

Title or Type of Document Delivery Order No of Pages 1

(For The Bangor & Aroostook Railroad Company)

State of Maine
County of Penobscot

On 2/13/97 before me, Barbara Veilleux, a notary public, personally appeared John Scott, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

Barbara J. Veilleux
Signature of Notary Public

Barbara J. Veilleux
Notary Public - State of Maine
My commission expires June 6, 2002

(seal)

(For Amplicon, Inc)

State of _____
County of _____

On _____ before me, _____, a notary public, personally appeared Michael L McClendon, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

Signature of Notary Public

(seal)

Initial

Initial

DESCRIPTION	MANUFACTURER	MODEL	HORSEPOWER	BAR ROAD NO.	YEAR ACQUIRED	SERIAL #S
Hydraulic Tool Package (Mad.)	Fairmont					
Power Unit					1990	
Spike Puller		HG 3555-3	22			97375
Impact Wrench		H4716				
Hydraulic Drill		H65206				
		H6400C				
Spike Driver		H4861 A				
Hydraulic Tool Package (Mkt.)	Fairmont				1986	
Power Unit		HG 3555-3	22			70282
Spike Puller		H4716				
Impact Wrench		H65206				
Hydraulic Drill		H6400C				
Spike Driver		H4861 A				
Hydraulic Tool Package (NMJ)	Fairmont				1988	47373
Power Unit		HG 3555-3	22			
Spike Puller		H4716				
Impact Wrench		H65206				
Hydraulic Drill		H6400C				
Spike Driver		H4861 A				
Hydraulic Tool Package (Oakfld)	Fairmont				1989	97374
Power Unit		HG 3555-3	22			
Spike Puller		H4716				
Impact Wrench		H65206				
Hydraulic Drill		H6400C				
Spike Driver		H4861 A				
Hydraulic Tool Package (P I)	Fairmont				1993	
Power Unit		HG 3555-3	22			135326
Spike Puller		H4716				
Impact Wrench		H65206				
Hydraulic Drill		H6400C				
Spike Driver		H4861 A				
Hydraulic Tool Package (Sq. Pan)	Fairmont				1987	
Power Unit		HG 3555-3	22			201860
Spike Puller		H4716				
Impact Wrench		H65206				
Hydraulic Drill		H6400C				
Spike Driver		H4861 A				

JS Initial

Initial

[illegible]

esse:

The Bangor & Aroostook Railroad Company

By:

Name:

Title:

Date:

NOTARY ACKNOWLEDGEMENT

Description of attached document

Title or Type of Document Exhibit "A" to Delivery Order No of Pages 4

(For The Bangor & Aroostook Railroad Company)

State of Maine
County of Piscataquis

On 2/13/97 before me, Barbara J. Veilleux a notary public, personally appeared John Scott personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Barbara J. Veilleux
Signature of Notary Public

Barbara J. Veilleux
Notary Public - State of Maine
My commission expires June 6, 2002

(seal)

(For Amplicon, Inc)

State of _____
County of _____

On _____ before me, _____ a notary public, personally appeared Michael L McClendon, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

Signature of Notary Public

(seal)

February 12, 1997

The Bangor & Aroostook Railroad Company
RR2 Box 45
Bangor, ME 04401-9602

RE: Lease Agreement Order No. OL-09512 dated 2/19/97 (the "Agreement") by and between Amplicon, Inc. ("Amplicon"), and, The Bangor & Aroostook Railroad Company as Lessee, and Lease Schedule No 01 (collectively, the "Lease").

Dear Mr Collins

Amplicon is hereby notifying you of the assignment of the base lease term rental payments as described below and, in connection therewith and pursuant to Section I of the Lease Schedule, the assignment of the above-referenced rights but not obligations of the above-referenced Lease to General Electric Capital Corporation ("GE Capital") All capitalized terms used herein which are not otherwise defined shall have the respective meanings given to them in the Lease. By affixing your signature below, you hereby confirm

- 1 The above-referenced Agreement and Schedule, and all related agreements to the Lease (copies of which are attached hereto) are the only agreements between you and Amplicon with respect to the leased property as described therein (the "Property"), and there are no setoffs, counterclaims or defenses that may be asserted against GE Capital,
- 2 There are Fifty-nine (59) assigned base lease term monthly payments of rent due under the Lease, each in the amount of \$20,241.94, plus one final payment of \$90,460.28 due on 04/01/02, (collectively, the "Assigned Rentals"). Such assignment is effective as of 04/01/97 Beginning with such date, Lessee is hereby directed to send all Assigned Rentals, casualty and/or stipulated loss values due and payable under the Lease to GE Capital Payments of such amounts by you are absolute obligations and shall not be subject to any abatement, reduction, set-off, defenses, counterclaim, interruption, deferment or recoupment for any reason whatsoever, and such payments shall be and continue to be payable in all events; and
3. Amplicon has granted to GE Capital a security interest in the Property Amplicon, however, at all times retains title to the Property and retains certain other rights and interests under the Lease (the "Retained Rights") which survive Lessee's final payment to GE Capital of the Assigned Rentals, and such rights and interests of Amplicon are not extinguished by virtue of the assignment between Amplicon and GE Capital Lessee, by its signature below, acknowledges and agrees to the foregoing

GENERAL ELECTRIC CAPITAL CORPORATION
12377 Merit Dr , Ste 310 Mail Stop B
Dallas, TX 75251
Attn: **Manager Credit Operations**

All notices given by you under the Lease shall be sent via certified mail to both GE Capital at the above address and to Amplicon, Inc at 5 Hutton Centre Dr , Ste 500, Santa Ana, CA 92707

Lessee hereby represents and agrees as follows (i) the Lease is in full force and effect, and no Event of Default (as defined in the Agreement) or event which with notice or lapse of time or both would become an Event of Default has occurred and is continuing, (ii) the execution and delivery of the Lease by Lessee and the performance of its obligations thereunder was duly authorized by all necessary corporate action of Lessee, and the Lease constitutes a valid, binding agreement of Lessee, enforceable in accordance with its terms, (iii) the Agreement and Schedule No 01 together represent the sole agreement between Amplicon and Lessee respecting the Property and the rentals and other payments due for the Property under the Lease, and Lessee has entered into no other agreement, whether written or oral, with Amplicon with respect to the Property, (iv) Lessee has not made any prepayments of any Assigned Rentals or other payments due under the Lease; (v) Lessee has not placed or allowed to be placed any lien, claim, or encumbrance on the Property, (vi) Amplicon has not improperly interfered with Lessee's quiet

enjoyment of the Property; (vii) Lessee's obligation to make all payments as set forth in the Lease is unconditional and Lessee will make all of said payments, including any termination or casualty payments, in accordance with the instructions herein set forth unless otherwise notified in writing by GE Capital and without any right of setoff, defense or counterclaim, notwithstanding any past, present or future claim which Lessee has or may have against Amplicon, any defect in the Property being leased, any damage or loss to all or any portion of the Property, or any other cause or reason whatsoever, (viii) the number of Assigned Rentals remaining under the Lease and the amount of those payments is set forth in paragraph 2, above, (ix) the provisions of the Lease may not be amended, modified or waived without the prior written consent of GE Capital and Amplicon, (x) all of the Property has been delivered and installed and has been found to be acceptable and satisfactory to Lessee, (xi) the Lessee's representations and warranties set forth in the Agreement are true and correct on the date hereof and are hereby reaffirmed for the benefit of GE Capital and Lessee acknowledges that if any representation or warranty made by Lessee in connection with the Lease shall be false or misleading in any material respect it shall be any event of default under the Lease, (xii) GE Capital shall enjoy all of Amplicon's rights (except for Amplicon's Retained Rights) and privileges under the Lease; (xiii) the original executed copy of each Schedule which has been delivered to GE Capital by Amplicon is the only "Original", (xiv) Lessee agrees to provide GE Capital with annual audited financial statements within 90 days of the close of each fiscal year and upon GE Capital's request, with quarterly financial statements in a form reasonably acceptable to GE Capital; (xv) Lessee shall continue to pay directly or reimburse Amplicon for all taxes due under Section B of the Lease Schedule (xvi) Lessee has procured insurance coverage and acknowledges that Lessee's breach of any of its insurance obligations under Section E of the Lease Schedule shall be an event of default under the Lease (xvii) Lessee's obligations under the Lease which expressly survive termination of the Lease shall remain in full force after termination thereof;

This acknowledgment is executed for the purpose of inducing GE Capital to finance the Lease. The parties hereto agree that this acknowledgment may be executed in three counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument. Please promptly return two fully executed counterparts of this acknowledgment to Lessor.

WITNESS the due execution hereof as of the 13 day of FEBRUARY, 1997.

ACKNOWLEDGED AND AGREED:

The Bangor & Aroostook Railroad Company
(Lessee)

BY:

NAME:

TITLE:

DATE:

Amplicon, Inc.

BY:

NAME:

TITLE:

DATE:

General Electric Capital Corporation
(Assignee)

BY:

NAME:

TITLE:

See Notary Acknowledgment Attached

NOTARY ACKNOWLEDGEMENT

Description of attached document

Lessee Notice and Acknowledgment of Assignment
Title or Type of Document to General Electric Capital Corporation No of Pages 2

(For The Bangor & Aroostook Railroad Company)

State of Maine
County of Kennebec

On 8/13/97 before me, Barbara Veilleux, a notary public, personally appeared John Scott, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Barbara J. Veilleux
Signature of Notary Public

Barbara J. Veilleux
Notary Public - State of Maine
My commission expires June 6, 2002

(seal)

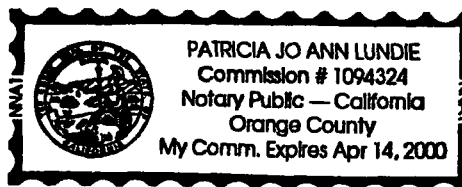
(For Amplicon, Inc.)

State of California
County of Orange

On 2/19/97 before me, Patricia Jo Ann Lundie, a notary public, personally appeared Michael L McClendon, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Patricia Jo Ann Lundie
Signature of Notary Public



(seal)

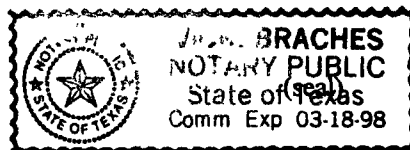
(For General Electric Capital Corporation)

State of Texas
County of Dallas

On 2/24/97 before me, Vicki Braches, a notary public, personally appeared Kirk L. Nelson, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vicki Braches
Signature of Notary Public



CROSS-COLLATERAL AND CROSS-DEFAULT AGREEMENT

General Electric Capital Corporation
44 Old Ridgebury Road
Danbury, CT 06810

Gentlemen

You have entered into or purchased one or more conditional sale contracts, lease agreements, chattel mortgages, security agreements, notes and other choses in action (herein designated "Accounts") arising from the bona fide sale or lease to us, by various suppliers or lessors, of equipment and inventory (herein designated "Collateral") and/or you have made direct loans to or otherwise extended credit to us evidenced by Accounts creating security interests in Collateral

In order to induce you to extend our time of payment on one or more Accounts and/or to make additional loans to us and/or to purchase additional Accounts and/or to lease us additional equipment, and in consideration of you so doing, and for other good and valuable consideration, the receipt of which we hereby acknowledge, we agree as follows

All presently existing and hereafter acquired Collateral in which you have or shall have a security interest shall secure the payment and performance of all of our liabilities and obligations to you of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements, or otherwise.

We further agree that your security interest in the Property covered by any Account now held or hereafter acquired by you shall not be terminated in whole or in part until and unless all indebtedness of every kind, due or to become due, owed by us to you is fully paid and satisfied and the terms of every Account have been fully performed by us. It is further agreed that you are to retain your security interest in all Property covered by all Accounts held or acquired by you, as security for payment and performance under each such Account, notwithstanding the fact that one or more of such Accounts may become fully paid.

This instrument is intended to create cross-default and cross-security between and among all the within described Accounts now owned or hereafter acquired by you

A default under any Account or agreement shall be deemed to be a default under all other Accounts and agreements. A default shall result if we fail to pay any sum when due on any Account or agreement, or if we breach any of the other terms and conditions thereof, or if we become insolvent, cease to do business as a going concern, make an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against us, or if any of our Property is seized, attached or levied upon. Upon our default any or all Accounts and agreements shall, at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction and as otherwise granted to you under any Account or other agreements. We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or other disposition of collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least five (5) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.

All rights granted to you hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect your rights and remedies upon any existing Account, agreement, statute or rule of law.

This agreement may not be varied or altered nor its provisions waived except by your duly executed written agreement. This agreement shall insure to the benefit of your successors and assigns and shall be binding upon our heirs, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this agreement is executed this 13 day of FEBRUARY, 1997.

The Bangor & Aroostook Railroad Company
(Name of Proprietorship, Partnership or Corporation, as applicable)

By John Scott
(Signature)

Title: VICE PRESIDENT
(Owner, Partner or Officer, as applicable)

Address: RR 2 Box 45
BANGOR, ME 04401-9602

See Notary Acknowledgment Attached